华泰财险附加第三方利益条款(CB-H版)

- (a) 本保险合同自动扩展承保对出租人、投资人、受托人、抵押权人、所有权人、对保险标的有金钱或经济利益的任何其他方以及被保险人特别注明的所有其他方赔偿责任,无需通知或说明。兹经各方理解并同意,任何该等第三方收到本保险合同项下与其各自利益相关理赔款的,视为保险人已完全履行其在本保险合同下的赔偿责任。
- (b) 若发生损失的任何建筑属于保险标的,且被保险人已签订合同将其对该等建筑享有的权益进行出售但交易尚未完成,买方应被视为本保险单的额外被保险人,对买方的赔偿责任仅限于在损失发生时出售给买方的建筑及设施发生的损失。如果该等保险标的有其他保险保障,则本(b)条款不适用。
- (c) 当本保险承保范围涉及多方的利益时,某一方的任何行为或过失不会影响其他一方或多方的权利,前提是该等其他一方或多方应在知晓会导致发生损失风险增加的任何行为或过失时,立刻书面通知保险人,并由投保人按照保险人的要求支付合理的额外保险费。

尽管有前述条款,兹经双方理解并同意,前述任何方在"特许权协议"以及与保险人达成的任何协议下同时享有某些特定权益的,在保险人书面同意的前提下,该等"特许权协议"的效力将优先于前述条款。

Interest of Other Parties Clause

- (a) This Policy extends to indemnify lessors, financiers, trustees, mortgagees, owners, any other party having a pecuniary or economic interest and all other parties specifically noted in the records of the Insured shall be automatically included without notification or specification. It is understood and agreed that the receipt(s) of any such parties for claims settlements under this Policy in relation to their respective interests shall be a full and sufficient discharge to the Insurer(s).
- (b) If at the time of Damage to any building forming part of the Property Insured, the Insured has contracted to sell its interest in the building but the sale has not been

completed, the purchaser shall be deemed to have been included as an additional Insured in this Policy so far as it provides cover for Damage to the building and such of the contents of the building as are being sold to the purchaser at the time. This clause (b) shall not apply to the extent other insurance cover has been effected in respect of such Property.

(c) Where the insurance covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, immediately on becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to the Insurer(s) and on demand pay such reasonable additional premium as the Insurer(s) may require.

Notwithstanding the foregoing paragraph it is understood and agreed that in the event of any of the parties referred to herein being entitled to the benefits of any 'Concessions Agreement', which it may have entered into with the Insurer(s), the said 'Concessions Agreement' will take precedence over the foregoing paragraph subject to Insurer's written consent.